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PROVINCIAL COLLECTIVE AGREEMENTS

**I.C.I. CONSTRUCTION
1998 - 2001**

**NON I.C.I. CONSTRUCTION,
SERVICE & MAINTENANCE
1998 - 2001**

between:

**O.R.A.C.
ONTARIO REFRIGERATION
AND AIR CONDITIONING
CONTRACTORS ASSOCIATION**

and

**U.A. LOCAL 787
REFRIGERATION WORKERS
OF ONTARIO
UNITED ASSOCIATION**

I.C.I. CONSTRUCTION COLLECTIVE AGREEMENT (1998)

BETWEEN:

The Ontario Refrigeration and Air Conditioning Contractors Association, designated as the Employer Bargaining Agency under the Ontario Labour Relations Act and herein referred to as O.R.A.C.

AND

Local 787 of the United Association of Journeypersons and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, designated as the Employee Bargaining Agency under the Ontario Labour Relations Act and herein referred to as the **Union**.

TERRITORIAL JURISDICTION

The Territorial Jurisdiction of this Collective Agreement is the whole area within the boundaries of the Province of Ontario.

Article 1: PURPOSE

The purpose of this Collective Agreement is to establish and maintain terms and conditions of employment between O.R.A.C., the Employers listed in Appendix "E" and the members of the Union, and to provide a method of settling any differences which may arise between them.

Article 2: AGREEMENT

This Collective Agreement constitutes the entire Agreement between the parties. No modification to any of the terms or conditions of this Collective Agreement shall be valid unless made in writing and signed by both parties. Modifications to any of the terms and conditions of this Collective Agreement made between an individual Employer and employee are contrary to this Collective Agreement and the Ontario Labour Relations Act.

Article 3: EMPLOYMENT EQUITY

(a) The parties to this Collective Agreement are committed to employment equity in the employment of such persons as aboriginal, people with disabilities, members of racial minorities and women. It is therefore mutually agreed that the parties to this Collective Agreement will endeavour to remove barriers to employment and further work towards the prevention of discrimination and harassment towards all workers.

(b) The parties to this Collective Agreement agree that there shall be no workplace harassment, discrimination, favouritism, interference, restriction or coercion exercised with respect to any employee in any manner for any reason (but not limited to) such as race, creed, colour, age, sex, marital status, number of dependents, nationality, ancestry, place of origin, political or religious beliefs, sexual orientation, physical disability (where the disability does not render the employee incapable of fulfilling his/her duties and obligations under this Collective Agreement) or membership or activity in the Union.

Article 4: EMPLOYER

The term Employer in this Collective Agreement is construed to mean O.R.A.C., any Company, partnership, sole proprietorship or otherwise which is bound by this Collective Agreement.

Article 5: RECOGNITION

5:01 O.R.A.C. and the Employers of Local 787 members recognize Local 787 as the sole and exclusive bargaining agent for all Journeyperson and Apprentice Refrigeration and Air Conditioning Mechanics, save and except persons above the rank of working Forepersons, employed by Employers in the Province of Ontario engaged in the Industrial, Commercial and Institutional Sector in the Refrigeration and Air Conditioning trade (hereinafter referred to as the I.C.I. Construction Sector).

(a) The Union recognizes O.R.A.C. as the sole and exclusive bargaining agent for Employers of Local 787 members employed in the I.C.I. Construction Sector of the Province of Ontario.

(b) Subject to the express terms of this Collective Agreement, specifically Article 8 paragraphs 8:03(a) and (b), the Union recognizes the right of the Employer to operate and manage his/her business in accordance with his/her commitments and responsibilities.

The following are solely and exclusively the responsibility of the Employer:

1. The location of Company workshops and warehouses.
2. Designation of work to be done and responsibilities of each employee.
3. Scheduling of work,
4. Methods and means by which the work is to be accomplished within the provisions of all safety regulations.
5. The right to decide on the number of employees needed by the Employer at any time.
6. The control of all operations and buildings, machinery and tools owned or rented by the Employer. The direction of the employees,

including right to hire, suspend or discharge for just cause and the right to relieve employees from duty because of lack of work or other legitimate reasons is vested exclusively with the Employer subject to this Collective Agreement and in particular, subject to the grievance and arbitration procedures provided herein.

7. The Employer agrees that in the exercising of its management rights and in the administration of this Collective Agreement, the Employer shall do so in a fair and reasonable manner.

5:02 Except as may otherwise be provided herein:

(a) All employees covered by this Collective Agreement shall as a condition of employment or continued employment be members of the Union in good standing or travel card or probationary or permit workers otherwise referred to the Employer by the Union.

(b) In the event that an employee fails to tender to the Union the required initiation fee or monthly dues and for any reason becomes a suspended member of the Union, including travel card, probationary or permit workers, the Employer will not assign work to such employee upon request by the Union.

5:03 (a) Employers will obtain from the Union all persons required to perform any of the work described in Appendix "A" attached hereto, except if Union members are not available, the Employer may hire other qualified persons, provided they make application to join the Union before employment commences. For clarification, the intent is, if the Employer requires a specifically trained person and none are available on the Union "Out of **Work**" list, the Employer may, if the Employer decides the persons on the list are not suitable, hire other qualified persons provided Article 25 has been adhered to. The Union will notify the Employer within 48 hours of the person's acceptance by issuing a referral slip.

(b) The Employer shall retain the right to reject any person referred by the Union. The Employer shall retain the right to terminate any employee for just cause providing the Employer so states in a termination notice.

5:04 The Union shall take reasonable steps to ensure that none of its members are employed by Employers not bound by a Collective Agreement with Local 787. This is not to be construed to prevent a member from securing employment outside of the trade.

5:05 No member of the Union while employed by an Employer bound by this Collective Agreement shall perform work as outlined in Appendix "A" of this Collective Agreement, for anyone other than his/her Employer without permission from both the Employer and the Union.

Article 6: EMPLOYEE

6:01 Under the terms of this Collective Agreement there shall be the following categories or classes of employees:

Working Foreperson
Journeyman Mechanic
Apprentice
Student

Which categories or classes are defined as follows:

6:02 WORKING FOREPERSON - Shall be an employee with the qualifications of a Journeyman Mechanic, and who has been requested to take charge of a job over 3 consecutive days duration where 2 additional Local 787 Journeymen are employed. On any job where 3 or more Local 787 Journeymen are employed a Foreperson must be designated and he/she must be a member of Local 787.

A Journeyman Mechanic who has been requested to take charge of a job as Foreperson shall hold the position and pay of a Foreperson for the duration of the job.

6:03 JOURNEYPERSON MECHANIC - Shall designate a person who holds a valid Certificate of Qualification issued by the Province of Ontario and who has passed any examination which may be required by the Local 787 Examining Board.

6:04 APPRENTICE - Shall designate any person who is indentured for a minimum period to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C./L.A.C.) for the purpose of learning the trade as required by the Trades Qualification and Apprenticeship Act (T.Q.A.A.). The Apprentice will attend all courses of study as required by the T.Q.A.A. and by the J.T.A.C./L.A.C.

All Apprentices working under this Collective Agreement must be indentured to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C./L.A.C.).

The Employer shall be permitted a ratio of one Apprentice for the first Journeyman member, and then permitted an additional Apprentice for every three additional Journeyman members employed.

6:05 STUDENT - For the purpose of this Collective Agreement, the term Student shall mean a person who, except for summer vacation period or work study period, would normally be attending full time at High School, Vocational School, or University and taking subjects relating to the Refrigeration and Air Conditioning Trade.

The intention of this clause is to enable the Employer to give practical experience during summer months to a person whose declared intention is to seek employment in the Trade upon graduation from school, and is not intended as a source of casual labour.

(a) The Employer wishing to hire a Student must employ the maximum number of Apprentices as allowed by the ratio stated in Article 6:04 before hiring a Student.

(b) Notwithstanding the foregoing, the Employer shall not employ more than one Student for every eight (8) Union members employed, except, any Employer employing at least five (5) members of the Union may hire one Student.

(c) Students will be required to pick up a temporary work card and work referral slip from the UA Local 787 Administration Office prior to starting work.

Article 7: RESPONSIBILITY OF EMPLOYEES

For the purpose of establishing a minimum responsibility, employees will be described in three (3) categories:

Working Foreperson
Journeyman Mechanic
Apprentice (Student)

7:01 GENERAL - The Employee shall:

(a) Assume his/her position with the Employer according to his/her qualifications in the industry and shall accept the following as the minimum requirements and terms of employment, but shall not be limited to them or relieved of further responsibility delegated by the Employer.

(b) Arrive for work suitably and neatly dressed at the established starting time unless prevented by the Employer from doing so.

(c) While in the possession of the Employer's tools, equipment, materials, vehicles or other Employer's property, take all reasonable precautions to prevent damage, loss, theft, breakage, misuse, etc.

(d) When operating an Employer's vehicle, ensure the vehicle is operated in accordance with the Company Policy and in a manner which will result in maximum useful life and maximum economy. While all costs for maintenance and repairs are borne by the Employer, the employee will advise the Employer immediately and in writing, with a copy to be retained by the employee, of any servicing that may be required to keep the vehicle in good and safe running order and presentable in appearance.

(e) When representing the Employer, make every effort, according to his/her qualifications, to look after the best interests of the Employer.

(f) All employees shall be required to have and wear approved safety boots or shoes, and safety hats as a condition of employment. The employee shall provide the safety hat at his/her own expense unless the Employer demands a safety hat of a particular colour or style, in which case the Employer shall supply it/them at the Employer's expense. Safety hats supplied by the Employer shall be returned to the Employer by the employee on termination of employment. It shall be the responsibility of the employee to be knowledgeable of the Safety Regulations under the Occupational Health and Safety Act as amended from time to time.

7:02 WORKING FOREPERSON - Shall direct all phases of a project for which he/she was appointed Foreperson and be capable of instructing Journeypersons and Apprentices in the actual installation work from drawings and instructions given by the Employer and perform the work of a Journeyperson Mechanic when so required by the Employer.

7:03 JOURNEYPerson MECHANIC

(a) Journeyperson Mechanic shall when issued a specific job assume the role of a mechanic and representative of the Employer and take the initiative to perform the work, according to the best practice of this industry. Where circumstances are beyond his/her control he/she shall immediately advise the Employer.

(b) When working with an Apprentice, a Journeyperson Mechanic shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.

(c) A Journeyperson Mechanic shall take reasonable steps to ensure that upon leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Journeyperson Mechanic shall clean up the work area or shall make arrangements to have this done according to the project requirements.

7:04 APPRENTICE - The responsibility of an Apprentice is covered under the direction of the **"Refrigeration Workers Local 787 - O.R.A.C. Training Fund"** (J.T.A.C./L.A.C.).

(a) The Apprentice will work under the supervision of a Journeyperson member of the Union and be responsible to the Journeyperson for the work which the Apprentice has performed. The Apprentice shall follow the instructions and directions of the Journeyperson.

Article 8: RESPONSIBILITY OF THE EMPLOYER

8:01 An Employer shall attempt to keep an indentured Apprentice active in his/her relative training until completion of the Apprenticeship. Should the Employer find it necessary to lay off an Apprentice, that Apprentice or an Apprentice with the same years of experience shall be recalled or hired when work requiring that same level of experience becomes available. If the Apprentice or Apprentices with the same years of experience or greater are not available at the time of recall, this provision shall not apply. The Union has the right to not issue a referral slip for a new Apprentice if the Employer intends to assign the same or similar work to a lower level Apprentice.

8:02 Before hiring a member of Local 787, an Employer must present a written copy of the Employer's Company Policy. A copy MUST be deposited on file at the Local 787 Administration Office and the employee shall sign an appropriate form as proof that he/she has received a copy of the Employer's Company Policy. The Company Policy shall include such items as working hours, the wearing of uniforms, and use of Employer's/employee's vehicles, etc.

The Company Policy shall not contravene this Collective Agreement or any other applicable legislation.

Revision of Company Policy must be deposited on file at the Local 787 Administration Office and each and every employee affected by the change must be advised.

8:03 The Employer shall:

(a) Assign exclusively to members of the Union or other workers referred to the Employer by the Union all of the work described in Appendix "A", attached hereto and forming part of this Collective Agreement.

(b) Employers will not sublet refrigeration or air conditioning work to non-union contractors.

8:04 The Employer will maintain Company vehicles in proper mechanical and safe condition. If a dispute arises, concerning the proper mechanical and safe condition of the vehicle, a properly licensed vehicle mechanic shall be the governing body.

(a) All Employer's vans will be equipped with metal safety shields or bulkheads of equivalent strength between the driver and the load. The Employer's vehicles will be equipped with First Aid Kits, Fire Extinguisher and Safety Flares.

(b) It is the responsibility of the employee to notify the Employer of any deficiencies in either 8:04 or 8:04(a).

8:05 The Employer shall provide proof of Insurance Coverage (minimum \$1,000,000.00 Public Liability and Property Damage) of vehicle and employee during working hours, and after working hours while using vehicle according to Company Policy. Written proof and permission must be issued to the employee involved.

8:06 The Employer shall comply with the regulations under the Occupational Health and Safety Act as amended from time to time, on all jobs where Union members are employed.

8:07 The Employer shall provide employees with credit cards, pump keys, cash or other suitable methods of paying for gas, oil, service and minor repairs to Employer's vehicle, parking fees, etc. In some instances an employee may be required to purchase minor materials in which case the employee shall be provided with a cash floater if he/she requests it. If a cash floater is provided, it will be replenished at suitable intervals on submission of receipts for money spent. The cash floater is for the benefit of the Employer and must be available at all working time for that purpose.

Article 9: UNION STEWARD

9:01 The Union may appoint, and the Employer shall recognize a Steward for each shop, job or area. The Employer's General Manager shall be notified in writing of the name of the Steward when the appointment becomes effective. The Steward shall be recognized as the representative of the Union for the shop, job or area in which he/she is working and no discrimination shall be shown against the Steward for carrying out his/her Union duties. The Steward shall not be laid off, transferred or discharged by reason of executing his/her Union duties and responsibilities as a Steward.

To be eligible for appointment as a Steward, the employee must have been in the employ of the Company for 12 consecutive months immediately prior to the appointment.

9:02 The Steward shall assist in adjusting differences which may arise out of the interpretation, application or alleged violation of this Collective Agreement subject to the provisions as laid out in the grievance procedure in Article 27.

The Steward shall be paid his/her regular rate of pay when executing his/her duties and responsibilities under this provision of the Collective Agreement, and only while the duties are within the Company premises.

Article 10: UNION REPRESENTATIVE

10:01 An official representative of the Union shall have access to work areas during working hours provided this is within the control of the Employer.

10:02 An official representative of the Union when entering a work area shall when practicable, advise the Superintendent or the Employer of the visit and at no time shall the official representative interfere with job progress unless there is a matter of dispute on the job, in which case the matter must be discussed with the job Superintendent or Foreperson, so that no unnecessary work stoppage occurs.

10:03 An official representative of the Union shall be granted unpaid leave of absence when required for Union business provided that reasonable notice is given to the Employer.

Article 11: HOURS OF WORK

11:01 The hours of work shall be eight (8) consecutive hours per day not including time for lunch, between 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive with one half hour off for lunch making a regular work week of 40 hours. The starting time within the 8:00 a.m. to 8:30 a.m. period shall be established by the Employer in accordance with area or Employer's practice. Changes to the established starting time are the responsibility of the Employer. The Employer wishing to revise the established starting time shall provide seven (7) days notice to the employees and the Union.

11:02 A "MEMORANDUM OF UNDERSTANDING" dealing with "fair and equitable distribution of available work among the employees" is **adjoined, as Appendix "C"**, and will be in effect from the beginning of this Collective Agreement, and until April 1, 2001.

11:03 **SHOW UP PAY** - Unless the employee is informed prior to the end of the previous work day not to report for work on the following work day, the employee shall be paid an amount equal to four hours wages (including vacation pay and all other financial benefits provided for in this Collective Agreement) and the employee must take work available.

11:04 **BEREAVEMENT LEAVE** - In the event of a death in the employee's immediate family, i.e. the employee's children, parents, grandparents, brothers, sisters, spouse, spouse's parents, grandparents, the Employer will grant the employee up to 3 days leave of absence with pay for the purpose of making arrangements for, or attending the funeral or memorial service. Pay shall be at the employee's straight time rate and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

11:05 In the event that an accident occurs while a Union member is on Employer business, which necessitates the member having to visit a doctor or hospital for treatment, etc., the time lost by the member shall be paid for by the Employer. If it is necessary for a Local 787 member to be taken for treatment by a second member, his/her lost time will also be paid for by the Employer. It is the intent that members would only be paid up to the completion of the shift which they were working at the time treatment was required.

11:06 JURY DUTY • Jury Duty compensation will be paid if a member of the Union is summoned for Jury Duty or as a Crown Subpoenaed Witness. For each day that the employee is compensated by the Crown, the employee shall be compensated by the Employer at \$25.00 per day and by the Union at \$25.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to the Employer and to the Union.

Article 12: OVERTIME

12:01 All time worked between the established closing time of one day and the established starting time of the following day shall be paid at overtime rates. Travelling time between the established closing time of one day and the established starting time of the following day will be paid at straight time.

12:02 Overtime shall be paid for at the rate of time and one half for hours worked from established closing time until established starting time on week days, and all hours worked on Saturday, Sunday and Statutory Holidays recognized in Article 12:03.

Time and one half remains until April 1, 2001 and then reverts back to double time.

12:03 STATUTORY HOLIDAYS - Recognized Statutory Holidays are New Year's Day, Heritage Day (if declared), Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When Statutory Holidays fall on a Saturday or Sunday, the next work day or work days shall be designated as Statutory Holiday(s) or as designated by the Government.

12:04 SHIFT WORK - Where it is necessary for a worker to work a night shift instead of a day shift or both night and day shifts because of tying in with other trades or construction schedules, or where life may be endangered or property damaged, or a shift commencing any time after established closing time, the worker shall work 8 hours for 9 hours pay.

Shift rates apply only to shifts starting after Sunday midnight and finishing Friday midnight. All hours over 8 hours worked in any one shift as described in 12:04 shall be paid for at overtime rates. No worker shall be required to work more than one shift in any 24 hour period.

12:05 If any employee reports late for work, no overtime will be paid until a full day or shift has been completed from the time of reporting. An employee is not late if he/she is asked to report after the established starting time.

Article 13: TRAVEL

13:01 The free zone shall be the area within a 75 km radius from the Employer's permanent place of business, shop, branch office or depot.

The 75 km free zone radius will be in effect until April 1, 2001, and then revert back to 50 km.

13:02 Employees will be on the job within the free zone by the established starting time. Workers travelling to a job outside the free zone shall be at the boundary of the zone nearest to the job site by the established starting time and the established quitting time.

13:03 Any employee not supplied with transportation by the Employer and therefore uses his/her own vehicle shall receive \$0.45 (cents) per km for the use of his/her own vehicle while on Employer's business. For the purpose of computing mileage, it will be assumed that the day begins and ends at the shop and mileage will be computed from shop to shop, shop to job, job to job and job to shop.

In a situation where an employee is required to use his/her own vehicle on a call or one day basis, the employee will be paid the mileage rate as above or \$25.00 per day or per call whichever is the greater amount.

Employees shall not carry more than their personal tools plus 45.5 kg (100 lbs.) of Employer's tools and supplies in their personal vehicle.

13:04 Travel expenses are to be paid at the same time as wages are paid.

13:05 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his/her vehicle at business rates if vehicle is used on Employer's business and that he/she will file a copy of the policy endorsement with the Employer.

13:06 The Employer agrees to pay parking fees incurred by employee while on Employer's business.

13:07 All employees sent out of the free zone to work and who do not return daily to their normal residence shall receive expenses incurred in obtaining meals and accommodation, and other legitimate expenses incurred, including transportation costs whether by air, train, bus, etc. If travelling at night by train, a sleeper is provided.

13:08 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job,

(or weekly if job is expected to last longer than seven (7) days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.

13:09 If an employee is requested to use his/her vehicle for a job outside the free zone, any travelling involved during the course of the job or jobs, including return trips as outlined in Article 13:10 will be done in the employee's vehicle at the rate as outlined in Article 13:03.

13:10 During the course of a job where the employee does not return to his/her normal residence daily the employee will be entitled to return home on the following basis:

- (a) every week for jobs within 161 km (100 miles) of the free zone.
- (b) every two weeks for jobs within 644 km (400 miles) of the free zone.
- (c) every three weeks for jobs over 644 km (400 miles) of the free zone.

If the employee does not wish to return home at the above stated intervals the Employer will continue the payment for lodging and meals during the weekend. If the employee does return home he/she will receive transportation costs as outlined in Article 13:07 but will not receive payment for travelling time. Travel arrangements will be controlled by the Employer.

13:11 When on jobs out of the free zone over five (5) days duration, all employees shall be allowed one personal phone call with a three (3) minute limit, per week paid by the Employer.

13:12 Employees will not be expected to use their own money for expenses incurred on behalf of the Employer.

13:13 In cases where, for Employer's reasons, the employee has the use of an Employer supplied vehicle to drive from the employee's place of residence to the free zone, the employee shall, if requested, reimburse the Employer for the use of the vehicle at a rate not greater than specified in Article 13:03.

Article 14: WAGE RATES

14:01 The Province of Ontario is divided into four zones. The location of the dividing lines between the zones is described in Appendix "B" of this Collective Agreement.

14:02 If an employee works outside his/her zone, or out of the Province, the employee is to be paid the prevailing rate for the zone in which he/she is working, provided it is not less than that paid in his/her own zone.

14:03 (a) Local 787 reserves the right to redirect the allocations to Health and Welfare Trust Fund, Pension Trust Fund and J.T.A.C. from the "Total Wage Package" as required, upon due notice to the Employer.

(b) The following charts show the basic hourly rates and total wage package which will apply from May 1, 1998 to April 30, 2001 for all Local 787 Journeyperson members and UA members of other Locals working on a Travel Card in Local 787:

JOURNEYPERSON TOTAL WAGE PACKAGE

MAY 1, 1998

Zone	Basic Rate	10% V.&S.H.P.	P.H.W. Ind. Trng. Fund	Total Pkg. Fund	Field Dues Deductions
1	\$31.65	\$3.17	\$4.28	\$39.10	\$0.67
2	31.15	3.12	4.28	38.55	0.67
3	30.65	3.07	4.28	38.00	0.67
4	30.15	3.02	4.28	37.45	0.67

JOURNEYPERSON TOTAL WAGE PACKAGE

MAY 1, 1999

Zone	Basic Rate	10% V.&S.H.P.	P.H.W. Ind. Trng. Fund	Total Pkg. Fund	Field Dues Deductions
1	\$32.56	\$3.26	\$4.28	\$40.10	\$0.67
2	32.06	3.21	4.28	39.55	0.67
3	31.56	3.16	4.28	39.00	0.67
4	31.06	3.11	4.28	38.45	0.67

JOURNEYPERSON TOTAL WAGE PACKAGE

MAY 1, 2001

Zone	Basic Rate	10% V.&S.H.P.	P.H.W. Ind. Trng. Fund	Total Pkg. Fund	Field Dues Deductions
1	\$33.47	\$3.35	\$4.28	\$41.10	\$0.67
2	32.97	3.30	4.28	40.55	0.67
3	32.47	3.25	4.28	40.00	0.67
4	31.97	3.20	4.28	39.45	0.67

14:04 Apprentice Rates

(a) Apprentice basic hourly rates and total wage package for this Collective Agreement are based on the following charts:

APPRENTICE TOTAL WAGE PACKAGE

MAY 1, 1998

Zone	Basic	10%	P.H.W. Ind.	Total	Field Dues
1	Rate	V.&S.H.P.	Trng. Fund	Pkg	Deductions
Term 1	\$11.18	\$1.12	\$3.78	\$16.08	\$0.37
2	14.20	1.42	4.28	19.90	0.42
3	17.66	1.77	4.28	23.71	0.47
4	21.18	2.12	4.28	27.58	0.52
5	24.66	2.47	4.28	31.41	0.57
Zone 2					
Term 1	\$10.98	\$1.10	\$3.78	\$15.86	\$0.37
2	13.93	1.40	4.28	19.61	0.42
3	17.36	1.74	4.28	23.38	0.47
4	20.83	2.08	4.28	27.19	0.52
5	24.26	2.43	4.28	30.97	0.57
Zone 3					
Term 1	\$10.78	\$1.08	\$3.78	\$15.64	\$0.37
2	13.68	1.37	4.28	19.33	0.42
3	17.06	1.71	4.28	23.05	0.47
4	20.46	2.05	4.28	26.79	0.52
5	23.91	2.39	4.28	30.58	0.57
Zone 4					
Term 1	\$10.58	\$1.06	\$3.78	\$15.42	\$0.37
2	13.41	1.34	4.28	19.03	0.42
3	16.76	1.68	4.28	22.72	0.47
4	20.12	2.01	4.28	26.41	0.52
5	23.46	2.35	4.28	30.09	0.57

APPRENTICE TOTAL WAGE PACKAGE

MAY 1, 1999

Zone 1	Basic Rate	10% V.&S.H.P.	P.H.W. Ind. Trng. Fund	Total Pkg	Field Dues Deductions
Term 1	\$11.55	\$1.16	\$3.78	\$16.49	\$0.37
2	14.66	1.47	4.28	20.41	0.42
3	18.21	1.82	4.28	24.31	0.47
4	21.82	2.18	4.28	28.28	0.52
5	25.39	2.54	4.28	32.21	0.57

Zone 2

Term 1	\$11.35	\$1.14	\$3.78	\$16.27	\$0.37
2	14.39	1.44	4.28	20.11	0.42
3	18.00	1.80	4.28	24.08	0.47
4	21.46	2.15	4.28	27.89	0.52
5	24.99	2.50	4.28	31.17	0.57

Zone 3

Term 1	\$11.15	\$1.12	\$3.78	\$16.05	\$0.37
2	14.14	1.41	4.28	19.83	0.42
3	17.61	1.76	4.28	23.65	0.47
4	21.10	2.11	4.28	27.49	0.52
5	24.64	2.46	4.28	31.38	0.57

Zone 4

Term 1	\$10.95	\$1.10	\$3.78	\$15.83	\$0.37
2	13.86	1.39	4.28	19.53	0.42
3	17.31	1.73	4.28	23.32	0.47
4	20.75	2.08	4.28	27.11	0.52
5	24.19	2.42	4.28	30.89	0.57

APPRENTICE TOTAL WAGE PACKAGE

MAY 1, 2000

Zone	Basic Rate	10% V.&S.H.P.	P.H.W. Ind. Trng. Fund	Total Pkg	Field Dues Deductions
Zone 1					
Term 1	\$11.91	\$1.19	\$3.78	\$16.88	\$0.37
2	15.11	1.51	4.28	20.90	0.42
3	18.75	1.88	4.28	24.91	0.47
4	22.45	2.25	4.28	28.98	0.52
5	26.12	2.61	4.28	33.01	0.57
Zone 2					
Term 1	\$11.71	\$1.17	\$3.78	\$16.66	\$0.37
2	14.85	1.49	4.28	20.62	0.42
3	18.55	1.86	4.28	24.69	0.47
4	22.10	2.21	4.28	28.59	0.52
5	25.72	2.57	4.28	32.57	0.57
Zone 3					
Term 1	\$11.51	\$1.15	\$3.78	\$16.44	\$0.37
2	14.59	1.46	4.28	20.33	0.42
3	18.15	1.82	4.28	24.25	0.47
4	21.74	2.17	4.28	28.19	0.52
5	25.36	2.54	4.28	32.18	0.57
Zone 4					
Term 1	\$11.31	\$1.13	\$3.78	\$16.22	\$0.37
2	14.32	1.43	4.28	20.03	0.42
3	17.86	1.79	4.28	23.93	0.47
4	21.39	2.14	4.28	27.81	0.52
5	24.91	2.50	4.28	31.69	0.57

(b) If during the term of this Collective Agreement the Trades Qualifications and Apprenticeship Act is amended, the Apprentice rates listed will be amended accordingly. No employed Apprentice will receive a reduction in his/her basic hourly wage.

(c) Advancement in Apprentice rates will be by Referral Slip from the Union office only. A referral slip will be issued when the Apprentice has met his/her responsibilities as outlined in the J.T.A.C. Apprenticeship Standards and the J.T.A.C. Office has verified the Apprentice's records with the Employer.

(d) Apprentices, upon completion of their Apprenticeship, will advance to the Journeyperson's basic rate.

14:05 STUDENT - Basic hourly rate will be the same as laid down for a first term Apprentice including Vacation Pay/Statutory Holiday Pay and contributions to the Benefit Plan.

14:06 WORKING FOREPERSON - The basic hourly rate of a Working Foreperson shall be the basic Journeyperson's rate plus 10%.

14:07 PAY DAY - The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the pay is to be by cheque, it will be given to the employee before the end of his/her shift on Thursday or deposited in his/her branch of a Chartered Bank or Trust Company by Friday. If by cash, before the end of his/her shift on Friday.

If pay cheques are mailed to the employee's residence they must be mailed in sufficient time to arrive by Thursday afternoon of the appropriate week.

14:08 TIME SHEETS - Pay will be made for hours claimed on time sheets. Time sheets must be signed by an authorized representative of the customer as far as possible. No alteration of the time sheets or the hours contained therein will be made by the Employer or the Employer's representative.

Article 15: VACATION PAY AND STATUTORY HOLIDAY PAY

15:01 Vacation Pay and Statutory Holiday Pay shall be paid at the rate of 10% of basic earnings for all categories of employees during the term of this Collective Agreement, 6% shall be regarded as Vacation Pay and 4% shall be regarded as Statutory Holiday Pay.

15:02 Vacation Pay and Statutory Holiday Pay will be paid every month to the "Vacation Pay and Statutory Holiday Pay Trust Fund" as administered by Trustees elected by Local 787.

It will be seldom that the end of the month will coincide with an Employer's pay week, therefore the Vacation Pay and Statutory Holiday Pay may be calculated to the end of the last pay period of the month.

15:03 Vacation Pay and Statutory Holiday Pay shall be recorded weekly. Income tax on Vacation Pay and Statutory Holiday Pay will be calculated and paid out of the employee's hourly

rate weekly. Pay cheque stubs will show the actual amount of Vacation Pay and Statutory Holiday Pay.

15:04 Vacation periods will occur preferably between May and September. A schedule is to be posted on the Employer's notice board before the month of May.

15:05 Vacation periods will be allocated by seniority and shall begin and end at the shop.

15:06 It is the intent of this Collective Agreement that the employee shall be permitted to take three (3) weeks vacation annually, two (2) weeks during the recognized period as per Article 15:04. If it is impractical to permit holidays during the recognized period owing to the pressure of work, then an alternative period shall be mutually agreed upon between the affected employee and the Employer.

Article 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

16:01 To assure the industry of an adequate supply of properly trained and skilled Journeypersons, Apprentice and Journeyperson training shall be under the jurisdiction of the Joint Training and Apprenticeship Committee, composed of four (4) representatives from the Union and four (4) representatives from O.R.A.C.

16:02 The Joint Training and Apprenticeship Committee will administer the Training Fund in accordance with the terms and conditions of the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund Agreement".

16:03 The Joint Training and Apprenticeship Committee has been appointed as a Local Apprenticeship Committee (L.A.C.) by the Director of Apprenticeship as provided in the Trades Qualification and Apprenticeship Act (T.Q.A.A.). As a Local Apprenticeship Committee, the Joint Training and Apprenticeship Committee is governed by the terms of reference and duties outlined by the Director of Apprenticeship.

16:04 The Joint Training and Apprenticeship Committee will develop and implement strategies to inform designated group members under the Employment Equity Act of opportunities for employment as an Apprentice under this Collective Agreement and ensure that there are no barriers to applicants.

16:05 All prospective Apprentices must be approved by the Joint Training and Apprenticeship Committee before being employed.

16:06 To enable the Joint Training and Apprenticeship Committee to fulfil its obligations as related above, the Union and O.R.A.C. shall allocate to it the necessary sum of money as outlined in Article 17:01.

**Article 17: REFRIGERATION WORKERS
LOCAL 787 - O.R.A.C.
TRAINING FUND**

17:01 Each Employer bound by this Collective Agreement shall contribute to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" monthly, the sum of \$0.25 (cents) for each hour earned by each employee.

Financial requirements for the "Joint Training Fund" will be established by the J.T.A.C. When the J.T.A.C. has established the funding requirements, and they have been approved by the organizations they represent, such funding will be shared equally by Local 787 employees and the Employer.

A "MEMORANDUM OF UNDERSTANDING" has been adjoined as Appendix "D".

17:02 Contributions as specified in Article 17:01 will be made as outlined in Article 21:00.

Article 18: INDUSTRY FUND

18:01 Each Employer bound by this Collective Agreement shall contribute to the Industry Fund monthly, the sum of \$0.08 (cents) for each hour earned by each employee. Such amounts on receipt shall be immediately paid to O.R.A.C. as each Employer's contribution for the general purposes of O.R.A.C. Should O.R.A.C. require an increase during the term of this Collective Agreement, such increase shall be determined by the Board of Directors of O.R.A.C..

18:02 The Industry Fund shall be administered by the Board of Directors of O.R.A.C..

18:03 Contributions as specified in Article 18:01 will be made as outlined in Article 21:00.

**Article 19: WELFARE AND PENSION
TRUST FUNDS**

19:01 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Welfare Trust Fund on behalf of each employee in his/her employ the sum of \$1.45 for each hour earned to be administered by Trustees elected by Local 787.

19:02 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Pension Trust Fund on behalf of each employee in his/her employ the sum of \$2.50 (\$2.00 for first year Apprentices) for each hour earned to be administered by Trustees elected by Local 787.

19:03 Notwithstanding the provisions of section 25(5) of the Workplace Safety and Insurance Act, 1997, each Employer throughout the first year after a work related injury to an employee shall make contributions on behalf of the injured employee to the

U.A. Local 787 Benefit Plan for Health and Welfare benefits and Pension benefits at the amounts specified in Articles 19:01 and 19:02 respectively based on the work week as outlined in Article 11:01 of the Collective Agreement when the employee is absent from work because of a work related injury.

19:04 Each Employer bound by this Collective Agreement shall submit \$0.01 (cent) for each hour earned by each employee to the De Novo Treatment Centre. This contribution for the term of this Collective Agreement will be added to the Industry Fund. This contribution will then be deducted by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre.

UA Local 787 shall also contribute, on behalf of each employee, \$0.01 (cent) for each hour earned by each employee. This contribution is to be deducted from Field Dues by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre.

19:05 Contributions as specified in Articles 19:01, 19:02, 19:03 and 19:04 will be made as outlined in Article 21:00.

Article 20: UNION DUES CHECK-OFF AND R.R.S.P. DEDUCTIONS

20:01 The Employer shall deduct from the employee's wages in the first pay of the month or after returning to work (if the employee is absent the first pay of the month) a sum equivalent to one month's dues which is calculated on twice (2x) the employee's basic hourly rate that he/she is being paid prior to the Vacation Pay and Statutory Holiday Pay calculation.

The Employer shall also deduct Union Field Dues from each employee's weekly wages for all hours earned as listed:

Journey person	\$0.67
Apprentice 5th Term	\$0.57
4th Term	\$0.52
3rd Term	\$0.47
2nd Term	\$0.42
1st Term	\$0.37

20:02 The Employer shall deduct from each employee's weekly pay cheque voluntary R.R.S.P. deductions as requested by the employee by written authorization. The hourly deduction will be made from the employee's pre-tax earnings.

20:03 Deductions as specified in Articles 20:01 and 20:02 will be made as outlined in Article 21:00.

Article 21: MONTHLY REPORTS OF CONTRIBUTIONS AND DEDUCTIONS

21:01 Each month's submission of Employer contributions and deductions as outlined in Articles **15, 17, 18, 19** and **20** must be made on the forms supplied by the Local **787** Administration Office. The same basic information is required for the J.T.A.C., Industry Fund, Welfare Trust Fund, Pension Trust Fund, Vacation Pay and Statutory Holiday Pay Trust Fund, Union Dues Check-Off, Union Field Dues and R.R.S.P. Deductions. All such funds and deductions will be combined for payment and report purposes. Contributions and deductions shall be reported and paid for each employee.

The earnings of each employee (basic rate x hours earned) must be reported in the appropriate spaces, totalled and the 10% multiplier applied to the total basic earnings of all employees as required in Article 15.

A combined contribution rate of **\$4.28** (**\$3.78** for first year Apprentices) will be applied to the hours earned by each employee as required in Articles **17,18, 19:01** and **19:02**.

Union Dues, Union Field Dues deductions, and R.R.S.P. deductions from each employee as outlined in Article **20** must be reported in the appropriate spaces.

21:02 The Employer monthly report forms, together with a cheque for the full amount and made payable to the U.A. Local **787** Benefit Plan, shall be sent to:

U.A. Local **787** Administration Office
419 Deerhurst Drive
Brampton, Ontario
L6T 5K3

21:03 The report forms and cheque must reach the Local **787** Administration Office on or before the 15th of the month following the month for which deductions and contributions are being made.

21:04 If an Employer does not remit reports and contributions in accordance with Article **21:03**, the Employer shall be considered to be in default and shall forthwith pay to the appropriate fund or the Union as liquidated damages and not as a penalty an amount equal to the greater of **\$250.00** or **12%** per annum calculated and compounded monthly on all amounts outstanding.

Considerations for interruptions in postal delivery will be given provided the Employer contacts Local **787** Administration Office prior to the deadline as outlined in Article **21:03**.

In the event that any proceedings are instituted to force a compliance with Article **21**, the defaulting Employer shall be required to pay an additional **\$250.00** to cover legal and/or administration costs.

The Local **787** Administration Office shall contact the defaulting Employer prior to applying this Article.

21:05 If payment has not been received within 30 days after receiving written notice from the Local 787 Administration Office, the Union may withdraw its members from that Employer only. This action will not be considered an illegal strike.

Article 22: OWNER OPERATOR

22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective Agreement and shall be covered by the same as herein set forth:

(a) As a condition of any Owner Operator performing any work covered by this Collective Agreement, it is agreed that:

- (i) He/she shall be a member of the Union in good standing;
- (ii) He/she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof;
- (iii) Contributions to the Refrigeration Workers Local 787 - O.R.A.C. Training Fund, Welfare Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such Owner Operators as and when required by this Collective Agreement and schedules thereto.

Article 23: COFFEE BREAK

23:01 The Employer shall recognize a **paid coffee break period** of 15 minutes duration in each half of a shift, whether during a normal work day or on shift work.

Article 24: PICKET LINES

24:01 Employees may honour a picket line established by any Trade Union or its members in support of a lawful strike at a project where an Employer is engaged. Such action shall not constitute an unlawful strike within the provisions of this Collective Agreement and the Employer shall not institute or commence any applications, actions or proceedings of any nature whatsoever under the Ontario Labour Relations Act, this Collective Agreement or otherwise against the Union or any of its officers, officials, servants, employees, agents or members in connection with any such action.

Article 25: HIRING, LAYOFF AND TERMINATION

25:01 It shall be the responsibility of the Employer or his/her hiring agent to verify that Journeypersons are in possession of an Ontario Certificate of Qualification, and that a registered Apprentice

make the necessary arrangements to have his/her indenture papers transferred to the **"Refrigeration Workers - O.R.A.C. Training Fund"** (J.T.A.C./L.A.C.).

Non indentured employees beginning their Apprenticeship will be registered as early as possible.

25:02 Prior to hiring, a new employee shall be presented with a copy of the "Company Policy", with which he/she will be expected to conform (as per Article 8:02).

25:03 Prior to the new employee starting work, the Employer must receive a work referral slip as issued by the Union, showing that the employee is a member of the Union in good standing, travel card, probationary or permit member and the month to which the worker's dues are paid. The employee will sign a Dues Deduction Authorization Form which will permit the Employer to deduct dues from wages and remit the same on the monthly report form.

25:04 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

This temporary lay off period may be increased to 35 weeks provided the Employer continues to make Health and Welfare and Pension contributions on behalf of the employee based upon the work week as outlined in Article 11:01.

25:05 (a) No Employer shall terminate the employment of an employee who has been employed for three months or more unless the Employer gives:

(1) one week's notice in writing to the employee if his/her period of employment is less than one year;

(2) two weeks notice in writing to the employee if his/her period of employment is one year or more but less than three years;

(3) three weeks notice in writing to the employee if his/her period of employment is three years or more but less than four years;

(4) four weeks notice in writing to the employee if his/her period of employment is four years or more but less than five years;

(5) five weeks notice in writing to the employee if his/her period of employment is five years or more but less than six years;

(6) six weeks notice in writing to the employee if his/her period of employment is six years or more but less than seven years;

(7) seven weeks notice in writing to the employee if his/her period of employment is seven years or more but less than eight years;

(8) eight weeks notice in writing to the employee if his/her period of employment is eight years or more.

(b) The Employer also agrees that during this notice period, the employee will not receive any less than his/her regular week's wages, Vacation Pay/Statutory Holiday Pay and benefits for each week of notice. Week as defined in Article 11:01.

(c) In the event the Employer does not give an employee written notice, the Employer shall pay the employee his/her regular wages, Vacation Pay/Statutory Holiday Pay and benefits for each week of notice. Week as defined in Article 11:01.

(d) In circumstances where an employee is unable to return all the Employer's property to the Employer's place of business prior to the end of his/her regular scheduled shift, the employee shall be paid his/her regular wages, Vacation Pay/Statutory Holiday Pay and benefits up to a maximum of four hours.

(e) If an employee is terminated for just cause the Employer is not required to give notice, but the employee is entitled to the conditions outlined in Article 25:05(d).

(f) If an employee wishes to terminate his/her employment with the Employer, the employee shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.

(g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.

(h) If the conditions as set out in 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance and dealt with in accordance with Article 27. Should there be no resolution at the "Industry Committee level", the grievance will be referred to the Ontario Labour Relations Act as per Article 27:03.

Article 26: TOOLS AND UNIFORMS

26:01 The Employer shall supply:

- pipe wrenches, vices, taps and dies
- electrical tools
- electric measuring instruments
- machinist measuring instruments
- air and gas measuring devices
- gas containers
- welding equipment, including wearing apparel and safety accessories
- specialty tools
- vacuum pumps
- power tools
- refrigerant recovery units
- wrenches over 1"

26:02 Each Journeyperson and Apprentice after completion of his/her first year, shall have and maintain a complete set of hand tools necessary to install air conditioning and/or refrigeration equipment. Employees will not supply tools listed in Article 26:01.

26:03 The employee will provide the Employer at the time of employment a list of personal tools as mentioned in Article 26:02. This list shall be itemized and completely priced by item. It shall be the responsibility of the employee to keep this list up to date, and as a minimum, must be done annually. When this list has been reviewed and accepted by the Employer as to items and value the Employer accepts liability for replacement as outlined in Article 26:09.

26:04 Those tools supplied by the Employer will be maintained by the Employer. If these tools are lost or damaged through the negligence of the Employer or other employees, then the Employer is responsible for the repair or replacing same.

26:05 Those tools supplied by the employee will be maintained by the employee. If these tools are lost or damaged through the negligence of the Employer or other employees, then the Employer is responsible for the repair or replacing same.

26:06 The Employer agrees to supply non durable items used on Employer's work, ie: files, cutter wheels, reactor plates, gauges, hoses, drill bits, thermometers, etc.

26:07 Uniforms will be supplied by the Employer at no cost to the employee and the employee must wear the uniform. The following list is the minimum requirement of an Employer supplied uniform:

- 6 Shirts
- 3 Pants
- 1 Jacket (service)
- 1 Parka or Bomber Jacket

This is not to be construed to designate a maximum quantity.

26:08 Safety boots will be supplied by the Employer at no cost to the employee, up to a maximum of \$125.00, plus applicable taxes.

26:09 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, vehicle, etc., management must be notified immediately. Listed personal tools as required in Article 26:03 (to the value listed) will be replaced immediately by the Employer. In the event of theft by forcible entry, the police and management must be notified immediately.

Article 27: GRIEVANCE PROCEDURE

27:01 Notwithstanding any provision contained in this Collective Agreement, any employee who feels that he/she has been unjustly dismissed, unjustly laid off, unjustly suspended or unjustly

dealt with in violation of this Collective Agreement must inform the Employer and the Union in writing within 5 working days of the violation and the matter will be dealt with from then on as a grievance.

27:02 Should a dispute arise between an Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable or where any allegation is made that this Collective Agreement has been violated or should any local trouble of any kind arise, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle without delay any such dispute in respect of which the following grievance procedure is set up:

First: The employee concerned may either alone or accompanied by a Steward of his/her department take the matter directly to the Working Foreperson.

Second: If a settlement is not reached within a reasonable time the Steward may either alone or accompanied by the employee take matter to the Department Manager.

Third: If a settlement is not reached with the Department Manager within a reasonable time, the matter may be discussed between the Steward, accompanied if so desired by a representative of the Union and the Employer.

Fourth: If a settlement is not reached with the Employer, the "Industry Committee" will meet within 10 working days and render their decision within that time. Either party to a grievance reserves the right to exercise Article 28:01.

Industry Committee: This is a committee of four, comprised of two O.R.A.C. appointees and two Local 787 appointees. Their purpose is to provide an industry perspective to a grievance with the intent of reasonable settlement without going to the Ontario Labour Relations Board.

27:03 Grievances regarding delinquency of wages, fringes, pension and welfare etc. will be referred to the Ontario Labour Relations Board through Section 133 of the Labour Relations Act, 1995.

Article 28 : ARBITRATION

28:01 Both parties to this Collective Agreement agree that a grievance concerning interpretation, application, administration or alleged violation of this Collective Agreement and including any question as to whether the matter is arbitrable which has been

properly carried through all the steps of the Grievance Procedure outlined in Article 27 and which has not been settled will be referred to a Board of Arbitration at the written request of either of the parties hereto.

28:02 The Board of Arbitration shall consist of a single Arbitrator who shall be selected by mutual agreement between the Employer and/or O.R.A.C. and the Union within fourteen (14) calendar days from the receipt of the notice of intent to arbitrate. In the event of failure to agree, the parties shall submit a joint request to the Ministry of Labour for the Province of Ontario to appoint an Arbitrator.

28:03 The decision of the Arbitrator will be final and binding on both parties.

28:04 The Arbitrator shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

28:05 The expense of the Arbitrator shall be borne equally by the parties.

Article 29: JURISDICTIONAL DISPUTES

Jurisdictional disputes with other trades which cannot be resolved at a Local level will be referred to the National Joint Board.

Article 30: STRIKE OR LOCK-OUT

There shall be no strike or lock-out during the term of this Collective Agreement. Neither the Union nor any of the employees covered by this Collective Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operation, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its Local Officers and Representatives to end any unauthorized interruptions of work.

The Employer will not lock-out any of the employees covered by this Collective Agreement. The parties agree that, in the manner set forth in Articles 27 and 28, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this Agreement, provided however, the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of this Article.

Article 31: DURATION OF COLLECTIVE AGREEMENT

31:01 This Collective Agreement shall remain in force until 001 and shall remain in force from year to year a ter unless either party to this Agreement gives notice in writing to the other party within a period which shall not be more than 120 days or less than 90 days prior to the expiration of each term, of its intention to terminate this Collective Agreement or seek amendments to same.

31:02 It is agreed that every effort will be made, by both parties to this Collective Agreement, to conclude negotiations for a new Collective Agreement before this Collective Agreement expires. Should a new Collective Agreement not be forthcoming prior to the termination date, work will continue and employees shall be entitled to retroactive pay for up to 30 calendar days.

31:03 In respect to this Collective Agreement, the signatory parties agree that at least once a year no later than ninety (90) days prior to the Anniversary Date the Union and O.R.A.C. will convene a meeting for the purpose of appraising the effectiveness of this Agreement.

If any Article or provision of this Collective Agreement shall be declared ineffective or undesirable, by mutual consent, the Union and O.R.A.C. will suspend, substitute, delete or amend any such Article or provision of this Collective Agreement to maintain the effectiveness and intent of this Collective Agreement.

31:04 Notices: All notices required to be sent to the Union pursuant to this Collective Agreement shall be effectively given when mailed to:

U.A. Local 787 Administration Office
419 Deerhurst Drive
Brampton, Ontario
L6T 5K3

All notices required to be sent to the Employer pursuant to this Collective Agreement shall be effectively given when mailed to:

The Ontario Refrigeration & Air Conditioning
Contractors Association
1020 Brock Road
Suite 2003
Pickering, Ontario
L1W 3H2

31:05 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 1998.

Ontario Refrigeration & Air Conditioning Contractors Association

Jack McAughey

Marv Lindgren

Steve McLeod

Dave Underwood

Bob Steenson

**United Association of Journeypersons and Apprentices of the
Plumbing and Pipe Fitting Industry of the United States and
Canada, Local 787**

Joe Carricato

Bob Harford

Erroll Ruth

Don Mullin

Tony Panetta

APPENDIX "A"

CONSTRUCTION DEFINITION

Construction is the original: custom prefabrication, or custom fabrication, or erection, or installation, or joining together or handling, or setting up, or charging, or start-up, or testing, or adjusting, or system balancing; including hydronics and air in any form of any equipment used in the Air Conditioning and Refrigeration trade in the I.C.I. Construction Sector. Where any component of a previously completed construction job is subsequently replaced with another component of a different size or capacity for the purpose of substantially changing the overall use, design, capacity or intent of the original system, such work is construction work. Construction covers all piping hanger materials for the installation of air conditioning and refrigeration equipment and systems regardless of size, and the installation of all manufactured equipment, built up or packaged, including the setting of same such as air handlers, condensers, towers, chillers, compressors, free standing coils and the installation of reheat coils controls where attached, condensate drain lines and refrigerated market equipment.

Work of the following types shall be deemed to come under the jurisdiction of this Collective Agreement:

(a) All piping and components used for primary and secondary refrigeration and cooling systems and the setting, hanging and installation of all units and fixtures for air conditioning systems, combination heat/cool units, heat pumps, ice making equipment, humidifying units, dehumidifying units, refrigeration units and cooling units and the charging, testing and start up of all such equipment and systems.

(b) The laying out and cutting of all holes, chases, and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, tubing raceways used in connection with the refrigeration and air conditioning industry.

(c) All gas and arc welding, brazed, soldered, caulked, expanded and rolled joints in connection with the refrigeration and air conditioning industry.

(d) Laying out, cutting, bending and fabricating, or all pipe work of every description relating to (a) by whatever mode or method,

(e) All methods of stress relieving of all pipe joints made by every mode or method in the refrigeration and air conditioning industry.

(f) The assembling and erection of tanks used in the refrigeration and air conditioning industry.

(g) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the refrigeration and air conditioning industry.

(h) The dismantling and repair for reuse of all refrigeration and air conditioning equipment which involves the recovery, reclaim and reuse of any refrigerant.

(i) All piping for cataracts, cascades (ie: artificial waterfalls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds used for industrial manufacturing, commercial or for any other purposes in the refrigeration and air conditioning industry.

(j) Piping herein specified means pipe made from metals, tiles, glass, rubber, plastic, or any other kind of material or product manufactured into pipe useable in the refrigeration and air conditioning industry regardless of size.

(k) Hoisting, setting up, hanging and installing all equipment supplied by the refrigeration and air conditioning industry.

(l) Installation and erection of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled displayed cases and cabinets used for display and storage of all items or products requiring a temperature controlled environment.

(m) All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

APPENDIX "B"

DEFINITION OF ZONES

The definitions of the work zones as outlined below are determined from the lines drawn on a map of Ontario held in the Union Office together with the signed original of this Collective Agreement.

Zone 1 - Is that portion of Southern Ontario enclosed by:

(a) a straight line on its south eastern boundary drawn through the eastern limits of the town of Winona and the western limits of the town of Dunnville and extending to Lake Erie on the south and Lake Ontario on the north.

(b) a straight line drawn from the north shore of Lake Erie through the eastern limits of the town of Langton and the centre of the town of Otterville to terminate at the southern limits of the town of Norwich.

(c) a straight line drawn from the southern limits of the town of Norwich north easterly through the southern limits of the town of Newmarket to the northern limits of the town of Mount Albert, then a straight line from the town of Mount Albert to the southern limits of the town of Bobcaygeon.

(d) a straight line from the southern limits of the town of Bobcaygeon through the eastern limits of the town of Port Hope to the north shore of Lake Ontario.

Zone 2 - Is shown on the map in two sections:

(a) is all of the area east of the straight line from Winona to Dunnville up to the International border and includes Grimsby, St. Catharines, Welland, Niagara Falls, Fort Erie, etc.

(b) is all of the area in south western Ontario west of the boundary of Zone 1 and Zone 2.

Zone 3 - Is the area:

(a) east of a straight line drawn from the south western limits of the town of Collingwood through the north eastern limits of the town of Newmarket and ends where the line joins the northern boundary of Zone 1.

(b) that area east of the line running north from Lake Ontario and making the eastern boundary of Zone 1.

(c) that area south of a straight line drawn from Nottawasaga Bay through the northern limits of the town of Elmvale to the town of White located on Highway 511 (approximately 50 miles east of the centre of Ottawa).

(d) that area east of a straight line drawn from the town of Wensley on the south through the town of Killaloe Station and terminating at the Ottawa River, where this line and the line indicated in (c) intersect will be the termination point of each of the lines.

Zone 4 - Is that area of the Province of Ontario north of the line forming the northern boundary of Zone 3 and the line drawn as noted in (d) of Zone 3.

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

Article 11: HOURS OF WORK

11:02

Employees shall be treated fairly in the distribution of work. Within the shop unit, available work will be distributed in an equitable manner monthly over each Quarter so as to allow equal employment opportunity for all employees.

While recognizing geographic constraints, licensing requirements, job skill, etc., it is expected that within the shop unit there still exists the opportunity to equitably distribute work amongst the employees, and the **two** committees representing O.R.A.C. and Local 787 will encourage such "fair practice".

Written complaints by an employee concerning the equitable distribution of work may be the subject of a grievance which shall be processed and resolved in accordance with Articles 27 and 28.

Signed by both parties this 9th day of April, 1998

For **O.R.A.C.**

Jack McAughey

Marv Lindgren

Steve McLeod

Dave Underwood

Bob Steenson

For Local **787**

Joe Carricato

Bob Harford

Erroll Ruth

Don Mullin

Tony Panetta

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

**Article 17: REFRIGERATION WORKERS
LOCAL 787 - O.R.A.C.
TRAINING FUND**

17:01

At this negotiation, it is understood that a final operating budget has not been established by the J.T.A.C. Committee for the term of this Agreement.

It is the responsibility of this Committee to provide such "budget", and when so established, it will form the basis on which each organization will ratify with their respective memberships as required.

There will not be any adjustment to this fund for the first "Agreement year", however, the budget may require adjustments in years two and/or three, and the Employer's portion will be in addition to the "wage settlement".

Funding based on the approved J.T.A.C. Committee budget during this Agreement and onward shall be funded jointly and equally between the Employers and Local 787 membership.

Signed by both parties this 9th day of April, 1998

For **O.R.A.C.**

Jack McAughey

Marv Lindgren

Steve McLeod

Dave Underwood

Bob Steenson

For **Local 787**

Joe Carricato

Bob Harford

Erroll Ruth

Don Mullin

Tony Panetta

APPENDIX "E"
I.C.I. CONSTRUCTION
COLLECTIVE AGREEMENT

List of Employers

- ✓ 398362 Ontario Ltd.
O/A Etobicoke Sheet Metal
12 Taber Road
Etobicoke, Ont. M9W 3A4
Phone: 416-743-3522
Fax: 416-740-3647

- ✓ 462289 Ontario Limited
Tri-Air Systems
2370 Midland Avenue, Unit C6
Scarborough, Ont. M1S 5C6
Phone: 416-293-1801
Fax: 416-293-1811

- ✓ 559019 Ontario Limited
Atlantic Cooling
100 Sandiford Drive, Unit 43
Stouffville, Ont. L4A 8A1
Phone: 905-642-2200
Fax: 905-642-6243

- ✓ 696533 Ontario Inc.
O/A Bogar-Paterson
775 Pacific Road, Unit 25
Oakville, Ont. L8E 2K3
Phone: 905-847-8004
Fax: 905-847-9769

- ✓ 946766 Ontario Limited
Summit Mechanical
P.O. Box 1446
Peterborough, Ont. K9J 7H6
Phone: 705-740-0202
Fax: 705-743-7606

- ✓ AAF-McQuay Canada Inc.
McQuay Service
225 Rue Guthrie
Dorval, Quebec H9P 2P5
Phone: 514-631-1036
Fax: 514-631-5522

- ✓ TOR - McQuay Service
3 Brewster Road, Unit 21
Brampton, Ont. L6T 5B7
Phone: 905-794-2794
Fax: 905-794-2795
- ✓ Ainsworth Inc.
131 Bermondsey Road
Toronto, Ont. M4A 1X4
Phone: 416-751-4420
Fax: 416-751-9031
- ✓ Air Con Systems
10 Sunray Street, Unit 202
Whitby, Ont. L1N 9B5
Phone: 905-427-1995
Fax: 905-430-0970
- Air Force Air Cond. Systems 1989 Ltd.
P.O. Box 719
Suite 211, Gormley Centre
Gormley, Ont. L0H 1G0
Phone: 905-836-9300
Fax: 905-836-9303
- ✓ Air Spectrum Ltd.
79 O'Connor Crescent
Richmond Hill, Ont. L4C 7N8
Phone: 905-737-4297
- ✓ Air Stream Mechanical Systems
101 Kingsview Drive
Bolton, Ont. L7E 3V6
Phone: 905-951-1900
Fax: 905-951-1024
- ✓ Airco
262 Victoria Street
Sudbury, Ont. P3C 1K4
Phone: 705-673-2210
Fax: 705-673-6812
- ✓ Airco Mechanical Ltd.
P.O. Box 56612
93C Woodbridge Avenue
Woodbridge, Ont. L4L 1A5
Phone: 416-631-2200
- ✓ Amber Air Conditioning Ltd.
35 Colton Crescent North
Woodbridge, Ont. L4L 3L6
Phone: 416-748-6552

- ✓ Ambient Mechanical Ltd.
191 Caldari Road, Unit 2
Concord, Ont. L4K 4A1
Phone: 905-738-1768
Fax: 905-738-6211
- ✓ Ansell Mechanical Ltd.
P.O. Box 1836
Peterborough, Ont. K9J 6Y5
Phone: 705-740-2000
Fax: 705-745-0138
- ✓ APV Canada Inc. ✓
6555 Cote de Liesse
Montreal, Quebec H4T 1E6
Phone: 514-737-0006
Fax: 514-737-1310
- ✓ WOD - APV Canada Inc.
30 Whitmore Road
Woodbridge, Ont. L4L 7Z4
Phone: 905-850-1862
Fax: 905-850-1865
- ✓ Art Blake Refrigeration Limited
60 Pacific Court, Unit 7
London, Ont. N5V 3K4
Phone: 519-659-5808
Fax: 519-659-5809
- ✓ Associated Mechanical Services Inc.
15 Heritage Road, Unit 8
Markham, Ont. L3P 3T1
Phone: 905-201-8133
Fax: 905-201-8124
- ✓ Avery Air-Cond. & Heating Service
527 Edgeley Blvd., Units 5 & 6
Concord, Ont. L4K 4G6
Phone: 905-660-4599
Fax: 905-660-4596
- ✓ B I C Mechanical Ltd.
R.R. #1
Brechin, Ont. L0K 1B0
Phone: 416-748-9199
- ✓ B Lundy Mechanical Ltd.
R.R. #2
6464 New Dublin Road
Addison, Ontario K0E 1A0
Phone: 613-342-7820

- ✓ **Barron Refrigeration Limited**
3190 Ridgeway Drive, Unit 21
Mississauga, Ont. L5L 5S8
Phone: 416-410-2678
Fax: 905-569-6361
- ✓ **Beebe Mechanical Systems**
345 North May Street
Thunder Bay, Ont. P7C 3R3
Phone: 807-623-4181
Fax: 807-623-2551
- ✓ **Bering Mechanical Ltd.**
261 Bering Avenue
Toronto, Ont. M8Z 3A5
Phone: 416-231-1414
- ✓ **Black & McDonald Limited**
101 Parliament Street
Toronto, Ont. M5A 2Y7
Phone: 366-2541
- ✓ **LON - Black & McDonald Limited**
97 Bessemer Road, Suite G
London, Ont. N6E 1P9
Phone: 519-681-4801
Fax: 519-681-8645
- ✓ **OTT - Black & McDonald Limited**
2460 Don Reid Drive
Ottawa, Ont. K1H 8P5
Phone: 613-526-1226
Fax: 613-526-3960
- ✓ **STO - Black & McDonald Limited**
158 South Service Road
Stoneycreek, Ont. L8E 3R6
Phone: 905-560-3100
Fax: 905-662-5882
- ✓ **Broom's Mech. Contracting Lined**
3440 Fairview Street
Burlington, Ont. L7N 2R5
Phone: 905-634-7701
Fax: 905-333-3880
- ✓ **C & L Industrial Refrigeration Inc.**
P.O. Box 1449
Uxbridge, Ont. L9P 1N6
Phone: 905-713-2029
Fax: 905-852-6460

- ✓ Cardinal Mechanical Systems Inc.
20 Dalcourt Drive
Scarborough, Ont. M1E 3H1
Phone: 416-724-5093
- ✓ Carmichael Engineering Ltd.
c/o 3822 Ave. Decourtrai
Montreal, Quebec H3S 1C1
Phone: 514-735-4361
- ✓ LON • Carmichael Engineering Ltd.
4093 Meadowbrook Drive, Unit 103
London, Ontario N6L 1G1
Phone: 519-652-7667
Fax: 519-652-7266
- ✓ MIS • Carmichael Engineering Ltd.
3260 Lenworth Drive
Mississauga, Ont. L4X 2G1
Phone: 905-625-4701
Fax: 905-625-4349
- ✓ OTT • Carmichael Engineering Ltd.
1179 Parisien Street
Ottawa, Ont. K1B 4W4
Phone: 613-741-9732
Fax: 613-741-6345
- ✓ Carrier Canada Limited
1515 Drew Road
Mississauga, Ont. L5S 1Y8
Phone: 905-672-0606
Fax: 905-405-4002
- BUR • Camer Canada Limited
3070 Mainway Drive, Unit 3
Burlington, Ont. L7M 1A3
Phone: 905-332-8809
Fax: 905-332-1713
- ✓ KIN • Carrier Canada Limited
1365 Midland Avenue, Unit 160
McAdoo Park
Kingston, Ont. K7L 4V2
Phone: 613-634-7477
Fax: 613-634-7478
- ✓ LON • Camer Canada Limited
759 Hyde Park Road
London, Ont. N6H 3S6
Phone: 519-471-8410
Fax: 519-471-3552

- ✓ OTT - Carrier Canada Limited
 Baxter Centre
 1050 Baxter Road
 Ottawa, Ont. K7L 4V2
 Phone: 613-820-0720
 Fax: 613-820-9462
- ✓ Cascade Mechanical Services Limited
 122 Sun Pac Blvd., Unit I
 Brampton, Ont. L6S 5Z8
 Phone: 905-790-7610
 Fax: 905-790-7612
- ✓ Centrifugal Associates Inc.
 1200 Aerowood Drive, Suite 45
 Mississauga, Ont. L5W 2S7
 Phone: 905-238-6787
 Fax: 905-238-6391
- ✓ Chad Air Systems
 555 Military Trail
 Scarborough, Ont. M1E 4S7
 Phone: 416-286-4499
 Fax: 416-724-7070
- ✓ Cimco Refrigeration
 65 Villiers Street
 Toronto, Ont. M5A 3S1
 Phone: 416-465-7581
 Fax: 416-465-8815
- ✓ LON - Cimco Refrigeration
 41 Adelaide Street North, Unit 89
 London, Ont. N6B 3P4
 Phone: 519-434-6444
 Fax: 519-434-2509
- ✓ OTT - Cimco Refrigeration
 52 Antares Drive, Unit 15
 Nepean, Ont. K2E 7Z1
 Phone: 613-727-1982
 Fax: 613-723-0958
- ✓ Circa Refrigeration Inc.
 27 Fisherman Drive, Unit 4
 Brampton, Ont. L7A 1E2
 Phone: 905-846-0648
 Fax: 905-846-0677

- ✓ **Clow Darling Limited**
P.O. Box 578
Thunder Bay, Ont. P7C 4W4
Phone: 807-623-7485
Fax: 807-622-2569
- ✓ **Comstock Canada**
3455 Landmark Road
Burlington, Ont. L7M 1T4
Phone: 905-335-3333
Fax: 905-335-0304
- ✓ **LON • Comstock Canada**
1200 Trafalgar Street
London, Ont. N5Z 1H5
Phone: 519-451-6450
Fax: 519-451-8773
- ✓ **OTT • Comstock Canada**
P.O. Box 11475, Postal Station H
Nepean, Ont. K2H 9C8
Phone: 613-726-1983
Fax: 613-726-1046
- ✓ **SCA • Comstock Canada**
151 Nashdene Road, Unit 48
Scarborough, Ont. M1V 4C3
Phone: 416-293-9011
Fax: 416-298-0701
- ✓ **Concept Air Systems Ltd.**
400 Matheson Blvd. East, Unit 26
Mississauga, Ont. L4Z 1N8
Phone: 905-568-9252
Fax: 905-568-8753
- ✓ **Consistent Cooling Inc.**
189 Lou's Blvd,
Rockwood, Ont. NOB 2K0
Phone: 877-846-2036
Fax: 877-873-6117
- ✓ **Constant Temperature Control Ltd.**
220 Industrial Parkway South, Unit 22
Aurora, Ont. L4G 3V6
Phone: 905-841-7749
Fax: 905-841-1669
- ✓ **Continental Air Systems Inc.**
2440 Bromsgrove Avenue, Unit 161
Mississauga, Ont. L5J 4J7
Phone: 905-855-7519
Fax: 905-855-0214

- ✓ Cool Check Air Conditioning Limited
25 Coronet Road, Unit 4
Etobicoke, Ont. M8Z 2L8
Phone: 416-236-1000
Fax: 416-236-4323
- ✓ Coolbreeze Service Limited
6500 Northwest Drive
Mississauga, Ont. L4V 1K4
Phone: 905-672-7887
Fax: 905-672-7829
- ✓ Cyber Air Systems Inc.
3272 Sir John's Homestead
Mississauga, Ont. L5L 2P1
Phone: 905-569-8040
- ✓ D J Diamond Refrigeration Cont. Ltd.
P.O. Box 84
1917 Blue Heron Drive
London, Ont. N6H 5M8
Phone: 519-472-6262
Fax: 519-472-8409
- ✓ Demand Air Systems Ltd.
164 Trowers Road
Woodbridge, Ont. L4L 5Z3
Phone: 416-746-2005
Fax: 416-746-2051
- ✓ Donair Air-Cond. & Heating Serv. Ltd.
20248 Yonge Street
Holland Landing, Ont. L9N 1B1
Phone: 416-667-1527
Fax: 905-836-1670
- ✓ Drennan Refrigeration Inc.
1880 Cheapside Street
London, Ont. N5V 3E7
Phone: 519-453-9100
Fax: 519-659-4233
- ✓ Dunlis Mechanical Services Ltd.
2 Carson Court
Brampton, Ont. L6T 4P8
Phone: 905-793-6026
Fax: 905-793-3537
- ✓ E S Fox Ltd.
P.O. Box 1010
Niagara Falls, Ont. L2E 7J9
Phone: 905-354-3700
Fax: 905-354-5599

- ✓ **KIN - E S Fox Ltd.**
209 Dalton Avenue
Kingston, Ont. K7K 6C2
Phone: 613-549-4396
Fax: 613-549-1238
- ✓ **NIA - E S Fox Ltd.**
24935 Kent Avenue
Niagara Falls, Ont. L2H 1J5
Phone: 905-356-2493
Fax: 905-356-0550
- ✓ **TBY - E S Fox Ltd.**
905 Commerce Street
Thunder Bay, Ont. P7E 6E8
Phone:
- ✓ **Energy Consultants & Cont. Inc.**
265 6th Concession Road East
Millgrove, Ont. LOR 1V0
Phone: 905-333-5900
Fax: 905-689-7758
- ✓ **Environmental Systems Corporation**
120 Saunders Road, Unit 1
Barrie, Ont. LAM 6E7
Phone: 705-722-3220
Fax: 705-722-7131
- ✓ **ESD Industries Inc.**
20 Catten Place
Guelph, Ont. N1G 4Z7
Phone: 519-836-2036
Fax: 519-836-2035
- ✓ **Etobicoke Mechanical Company**
12 Taber Road
Etobicoke, Ont. M9W 3A4
Phone: 416-743-3522
Fax: 416-740-3647
- ✓ **Executive Air Conditioning Inc.**
23 Passmore Avenue, Units 1
Scarborough, Ont. M1V 4T3
Phone: 416-293-6224
Fax: 416-293-9483
- ✓ **Four Seasons Controlled Climates Ltd.**
100 Carlauren Road
Woodbridge, Ont. L4L 8A8
Phone: 416-736-8424
Fax: 416-637-7165

G D R Mechanical Inc.
7362 Ashburn Road, R.R. #1
Brooklin, Ont. L0B 1C0
Phone: 905-427-6838
Fax: 905-655-5444

General Air Systems Inc.
65 Woodstream Blvd., Unit 17
Woodbridge, Ont. L4L 7X6
Phone: 416-740-2188
Fax: 416-851-5384

Gordon Wright Electric Limited
6260 Don Murie Street
Niagara Falls, Ont. L2E 6X8
Phone: 905-356-5730
Fax: 905-356-4588

Grant Refrigeration
15 Wellington Street West
Creemore, Ont. L0M 1G0
Phone: 705-721-0920

Grayco Air
1895 Clements Road
Building B, Unit 146
Pickering, Ont. L1W 3V5
Phone: 905-428-0283
Fax: 905-428-7420

Graywood Electric
259 Edgeley Blvd., Unit 5
Concord, Ont. L4K 3Y5
Phone: 905-660-0878
Fax: 905-660-1875

H Griffiths Company Limited
140 Regina Road, Units 15-16
Woodbridge, Ont. L4L 8N1
Phone: 905-850-7070
Fax: 905-850-7091

H.V.A.C. Consultants Inc.
239 Weldrick Road West
Richmond Hill, Ont. L4C 5J2
Phone: 905-883-3493

HECO
24 Hiscott Street
St. Catharines, Ont. L2R 1C6
Phone: 905-688-6350
Fax: 905-688-2308

- ✓ **Highland Refrigeration Services Ltd.**
50 Petch Crescent
Aurora, Ont. L4G 5N9
Phone: 905-841-9767
Fax: 905-841-9104
- ✓ **Honeywell Limited**
155 Gordon Baker Road
North York, Ont. M2H 3N7
Phone: 416-502-4665
Fax: 416-502-5320
- ✓ **HAM - Honeywell Limited**
2511 Barton Street East
Hamilton, Ont. M1P 2V9
Phone: 905-573-4550
Fax: 905-573-4595
- ✓ **KIN - Honeywell Limited**
640 Noms Court
Kingston, Ont. K7P 2R9
Phone: 613-634-1400
Fax: 613-384-8951
- ✓ **LON - Honeywell Limited**
119 Exeter Road
London, Ont. N6L 1A4
Phone: 519-652-4200
Fax: 519-652-4211
- ✓ **OTT - Honeywell Limited**
1682 Woodward Drive
Ottawa, Ont. K2C 3R7
Phone: 613-228-3612
Fax: 613-228-3699
- ✓ **SAR - Honeywell Limited**
1376 Lougar Street
Sarnia, Ont. N7S 5N7
Phone: 519-336-7373
Fax: 519-336-7241
- ✓ **SCA - Honeywell Limited**
300 Yorkland Blvd.
Willowdale, Ont. M1P 2V9
Phone: 416-758-2655
Fax: 416-758-2740
- ✓ **SUD - Honeywell Limited**
1500 Fairburn Avenue
Sudbury, Ont. P3A 1N7
Phone: 705-566-6731
Fax: 705-566-6622

- ✓ TBV - Honeywell Limited
935 Cobalt Crescent
Thunder Bay, Ont. P7B 5R1
Phone: 807-343-5555
- ✓ WIN - Honeywell Limited
3096 Devon Drive
Windsor, Ont. N8X 4L2
Phone: 519-250-2000
Fax: 519-250-2004
- ✓ Hylton Heating and Cooling
1 Northolt Crescent
Markham, Ont. L3R 6P5
Phone: 905-477-5785
Fax: 905-477-2705
- ✓ Industrial Refrigerated Systems Inc.
10593 6th Line
R.R. #3
Georgetown, Ont. L7G 4S6
Phone: 905-702-8802
Fax: 905-702-8809
- ✓ Isotherm Engineering Ltd.
2133 Royal Windsor Drive, Unit 37
Mississauga, Ont. L5J 1K5
Phone: 416-213-5559
Fax: 905-822-5182
- ✓ J & B Mechanical Systems 1992 Inc.
P.O. Box 487
Station B
Etobicoke, Ont. M9W 5L4
Phone: 416-231-4187
- ✓ J L Wilson and Sons Limited
41 Fima Crescent
Toronto, Ont. M8W 3R1
Phone: 416-252-3138
Fax: 416-252-9708
- ✓ J R Hernborg Ltd.
2220 Midland Avenue
Scarborough, Ont. M1P 3E6
Phone: 416-751-8415
Fax: 416-754-9288
- ✓ J W Aubie Heating & Air Cond. Ltd.
14 Essex Avenue, Unit 34
Thornhill, Ont. L3T 3Z1
Phone: 905-764-0124
Fax: 905-764-2770

John Baycroft Mechanical Systems
1050 Britannia Road East, Unit 22
Mississauga, Ont. L4W 4N9
Phone: 905-670-2665
Fax: 905-564-9276 ✓

Johnson Controls
7400 Birchmount Road
Markham, Ont. L3R 5V4
Phone: 416-494-1575
Fax: 416-474-5349 ✓

AIR • Johnson Controls • Airport
Pearson Int'l Airport
P.O. Box 6038
Toronto AMS Ont. L5P 1B2
Phone: 905-676-8299 ✓

BUR • Johnson Controls
Mainway Business Centre
3070 Mainway Drive, Units 10 & 11
Burlington, Ont. L7M 3X1
Phone: 905-335-3325
Fax: 905-335-9960 ✓

LON -Johnson Controls
594 Newbold Street
London, Ont. N2E 2W9
Phone: 519-681-1221
Fax: 519-681-9322 ✓

OSH -Johnson Controls
1100 Skae Drive
Oshawa, Ont. L1J 8H6
Phone: 905-432-5400
Fax: 905-432-3992 ✓

OTT • Johnson Controls
1770 Courtwood Crescent
Ottawa, Ont. K2C 2B5
Phone: 613-225-8040
Fax: 613-225-9627 ✓

SUD • Johnson Controls
800 Lasalle Blvd.
Sudbury, Ont. P3A 4V4
Phone: 705-560-9622
Fax: 705-898-2570 ✓

Johnston & Damery Limited
7171 Torbram Road, Unit # 12
Mississauga, Ont. L4T 3W4
Phone: 905-672-8585
Fax: 416-674-2270 ✓

Jordan Boiler Repair Incorporated
385 Calderstone Crescent
Scarborough, Ont. M1C 3A3 ✓
Phone: 416-282-9902

Kane Mechanical Inc. ✓
1012 Kelly Lake Road
Sudbury, Ont. P3E 5P4
Phone: 705-675-3055
Fax: 705-675-2934

Kevin Orr Mechanical ✓
29 Fireside Road
Etobicoke, Ont. M9C 4N1
Phone: 416-236-6929
Fax: 416-621-3886

Laser Heating & Airconditioning Inc. ✓
3687 Weston Road
Weston, Ont. M9L 1W4
Phone: 416-744-0041
Fax: 416-740-5324

Lou's Heating Systems Inc. ✓
610 Bowes Road, Unit 8
Concord, Ont. L4K 1K2
Phone: 416-669-4050
Fax: 416-661-7420

M A S Mechanical Ltd. ✓
3687 Weston Road
Weston, Ont. M9L 1W4
Phone: 416-740-5051
Fax: 416-740-5324

M.T.I. Ltd. ✓
220 Royal Crest Court, Unit 18
Markham, Ont. L3R 9Y2
Phone: 905-513-1953
Fax: 905-513-1955

Main Air Systems Inc. ✓
2095 Eighth Line
Oakville, Ont. L6H 3Z6
Phone: 905-842-8877
Fax: 905-842-7258

Major Air Systems Ltd. ✓
20 Mural Street, Unit 1B
Richmond Hill, Ont. L4B 1G6
Phone: 905-764-3200
Fax: 905-764-3796

Mapleridge Mechanical
 939 Dillingham Road ✓
 Pickering, Ont. L1W 1Z7
 Phone: 905-831-0524
 Fax: 905-831-1628

Margell Mechanical Contractors Ltd. ✓
 149 Milvan Drive
 Weston, Ont. M9L 1Z8
 Phone: 416-749-1717
 Fax: 416-748-3059

Mayfair Systems ✓
 155 McIntosh Drive, Unit 1
 Markham, Ont. L3R ON6
 Phone: 905-475-6051
Fax: 905-475-0560

Mechanical Aire Services Ltd. ✓
 5484 Tomken Road, Unit 12
 Mississauga, Ont. L4W 2Z6
 Phone: 905-629-4494
 Fax: 905-629-8075

Metro Mechanical Services Ltd. ✓
 180 Wings Road, Unit 13
 Woodbridge, Ont. L4L 6C6
 Phone: 905-856-4752
 Fax: 905-856-5591

Michael Mechanical Serv. (East) Ltd. ✓
 5480 Canotek Road, Unit 15
 Ottawa, Ont. K1J 9H6
 Phone: 613-747-8951
 Fax: 613-747-8749

Michael Mechanical Services Inc. ✓
 2355 Royal Windsor Drive, Unit 4
 Mississauga, Ont. L5J 4S8
 Phone: 905-403-0888
 Fax: 905-403-0889

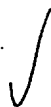
Mitchell Refrigeration Ltd. ✓
 1635 Sismet Road, Unit 27
 Mississauga, Ont. L4W 1W5
 Phone: 905-624-1162
 Fax: 905-624-0812

Neelands Refrigeration Limited ✓
 1252 Northside Road
 Burlington, Ont. L7M 1H6
 Phone: 905-332-4555
 Fax: 905-332-7090

Nelco Mechanical Limited
P.O. Box 1086
77 Edwin Street
Kitchener, Ont. N2G 4G6
Phone: 519-744-6511
Fax: 519-744-3072



Northern Air Environmental Tech Inc.
107 Tycos Drive
Toronto, Ont. M6B 1W3
Phone: 416-789-7511
Fax: 416-789-1727



Nortown Air Systems
49 Densley Avenue
Toronto, Ont. M6M 2P5
Phone: 416-235-2727
Fax: 416-235-2763



Oakwood Mechanical Systems Ltd.
1885 Clements Road, Unit 280
Pickering, Ont. L1W 3V4
Phone: 905-619-0114
Fax: 905-619-1582



Ontario Air Systems Limited
885 Clements Road, Unit 202
Pickering, Ont. L1W 3V4
Phone: 905-428-8080
Fax: 905-428-0655



Ontario Electrical Construction Co.
494 King Street East
Toronto, Ont. M5A 1L8
Phone: 416-363-5741
Fax: 416-363-6901



Pamar Mechanical Ltd.
74 Culnan Avenue, Unit 2
Toronto, Ont. M8Z 5B2
Phone: 416-253-1436
Fax: 416-253-5136



Penn Refrigeration Limited
18 Seapark Drive, Unit 5
St. Catharines, Ont. L2M 6S6
Phone: 905-685-4255
Fax: 905-685-0333



Philip Doyle Mechanical Inc.
79 Covington Street
Hamilton, Ont. L8E 2Y4
Phone: 905-561-0545
Fax: 905-685-0333



- Plan Group
 27 Vanly Crescent
 North York, Ont. M3J 2B7 ✓
 Phone: 416-635-9040
 Fax: 416-635-9764
- Prime Air Control Inc.
 40 Doonaree Drive ✓
 North York, Ont. M3A 1M6
 Phone: 416-287-2454
 Fax: 416-449-6866
- Pro-Tech Mechanical Services Ltd.
 685 Hamilton Road ✓
 London, Ont. N5Z 1T4
 Phone: 519-452-1631
- R N Mechanical ✓
 1220 Ellesmere Road, Unit 15
 Scarborough, Ont. M1P 2X5
 Phone: 416-299-4439
 Fax: 416-299-1831
- Ral-Air Mechanical Inc.
 78 Willowbrook Road ✓
 Thornhill, Ont. L3T 5K9
 Phone: 416-299-5855
 Fax: 905-899-1250
- ✓ Ram Aire Environmental
 (Div. of 1202273 Ont. Ltd.)
 19 Kenview Drive, Unit 58
 Brampton, Ont. L6T 5G6
 Phone: 905-458-4770
 Fax: 905-458-1530
- Readair Mechanical Services Ltd.
 271 Nantuckett Blvd. ✓
 Scarborough, Ont. M1P 2P2
 Phone: 416-759-9355
 Fax: 416-759-7730
- Ready Mechanical Systems ✓
 5614 Whistler Crescent
 Mississauga, Ont. L4Z 3R6
 Phone:
 Fax:
- Robcan Air Conditioning Ltd.
 7955 Torbram Road, Unit 19 ✓
 Brampton, Ont. L6T 5B9
 Phone: 905-459-4455
 Fax: 905-840-2269

Rosetown Central Refrigeration
195 Wilkinson Road
Brampton, Ont. L6T 4X1
Phone: 905-451-3147
Fax: 905-452-9143 ✓

Rotemp Services Inc.
22423 Jefferies Road, Unit 10
R.R. #3
Komoka, Ont. N0l 1R0
Phone: 519-471-4500
Fax: 519-471-3700 ✓

S I G Mechanical Services Limited
51B Esna Park Drive
Markham, Ont. L3R 1C9
Phone: 905-475-3000
Fax: 905-475-3170 ✓

Sarnia Commercial & Ind. Refrige Ltd.
19 Metcalfe Drive
Sarnia, Ont. N7X 1A3
Phone: 519-542-0333
Fax: 519-542-5527 ✓

Sartech Mechanical Services Ltd.
1173 Michener Street, Unit 18
Sarnia, Ont. N7S 5G5
Phone: 519-383-8236
Fax: 519-383-8435 ✓

Sayers & Associates Limited
2240 Argentia Road
Mississauga, Ont. L5N 2X6
Phone: 905-821-4500
Fax: 905-821-0664 ✓

OTT - Sayers & Associates Limited
2450 Stevenage Drive
Ottawa, Ont. K1G 3W3
Phone: 613-737-0640
Fax: 613-737-5940 ✓

Scott Mechanical Limited
5155 Spectrum Way, Unit 33
Mississauga, Ont. L4W 5A1
Phone: 905-625-4724
Fax: 905-625-4264 ✓

Sentry Air Systems
P.O. Box 880
Streetsville, Ont. L5M 2C4
Phone: 905-629-4766
Fax: 905-629-4125 ✓

Servocraft Limited
325 Lesmill Road
Don Mills, Ont, M3B 2V1 ✓
Phone: 416-391-2229
Fax: 416-391-4998

Shea Control Systems Ltd. ✓
304 Grays Road North
Stoney Creek, Ont. LSE 1V5
Phone: 905-561-9731

Siemens Building Tech Ltd. ✓
Landis Division
5462 Timberlea Blvd.
Mississauga, Ont. L4W 2T7 ✓
Phone: 905-602-1320
Fax: 905-602-1910

OTT - Siemens Building Tech Ltd.
Landis Division
2435 Holly Lane ✓
Ottawa, Ont. K1V 7P2
Phone: 613-733-9781
Fax: 613-737-4985

STO - Siemens Building Tech Ltd.
Landis Division
710 South Service Road, Unit 1 ✓
Stoney Creek, Ont. L4W 2T7 ✓
Phone: 905-643-2200
Fax: 905-643-6775

Skuce Welding and Piping Limited ✓
R.R. #4
Lindsay, Ont. K9V 4R4
Tel: 705-324-0760

Springbank Mechanical Systems Ltd. ✓
414 Sladeview Crescent, Unit 11
Mississauga, Ont. L5L 5T1 ✓
Phone: 905-569-8990
Fax: 905-569-8992

Standard Mechanical Systems Limited ✓
3055 Universal Drive
Mississauga, Ont. L4X 2E2 ✓
Phone: 905-625-9505
Fax: 905-625-0558

OTT - Standard Mechanical Systems Ltd. ✓
1755 Woodward Drive, Suite 300
Ottawa, Ont. K2C 0P9 ✓
Phone: 613-233-9040
Fax: 613-225-8797

Stannair Conditioning Inc. ✓
 1726 Mattawa Avenue
 Mississauga, Ont. LAX 1K1
 Phone: 905-270-2930
 Fax: 905-270-2737

BAR • Stannair Conditioning Inc. ✓
 18 Alliance Blvd., Unit 16
 Barrie, Ont. L4M 5A5
 Phone: 705-726-2582
 Fax: 705-726-0923

KIN • Stannair Conditioning Inc.
 P.O. Box 326
 Cloyne, Ont. K0H 1H0
 Phone: 613-545-1444

MAR • Stannair Conditioning Inc. ✓
 1001 Dennison Street, Unit 10
 Markham, Ont. L3R 5A5
 Phone: 416-969-8246
 Fax: 905-475-7075

OTT • Stannair Conditioning Inc. J
 5360 Canotek Road, Unit 27
 Ottawa, Ont. K1J 8Y6
 Phone: 613-748-8686
 Fax: 613-746-3839

Stewart Heating Air Conditioning Inc. J
 12 Bram Court, Unit 13
 Brampton, Ont. L6W 3V1
 Phone: 905-455-0868
 Fax: 905-455-9711

Superior Trade Services Limited J
 50 Thornmount Drive, Unit 30
 Scarborough, Ont. M1B 3J4
 Phone: 416-281-3351
 Fax: 416-281-3308

Sutherland-Schultz Limited ✓
 P.O. Box 5006
 Cambridge, Ont. N3H 5P3
 Phone: 519-653-4123
 Fax: 519-653-3232

Sydenham Sales and Service Limited ✓
 P.O. Box 1657
 Kingston, Ont. K7L 5C8
 Phone: 613-548-8699
 Fax: 613-548-4395

T & D Air Cond. ~~Processes~~ Inc. ✓
 13 Casper Crescent
 Brampton, Ont. L6W 4N3
 Phone: 905-792-6688
 Fax: 905-792-6995

Techaire Systems Canada Inc. ✓
 5 Sandhill Court, Unit D
 Brampton, Ont. L6T 5J5
 Phone: 905-790-0700
 Fax: 905-790-0704

Techore Heating & Cooling Co. ✓
 P.O. **Box** 160
 Streetsville, Ont. L5M 2B8
 Phone: 905-828-8976

Temp Air Control ✓
 5 Sandhill Court
 Brampton, Ont. L6T 5J5
 Phone: 905-458-9988
 Fax: 905-458-9694

BAR - Temp Air Control ✓
 102 Dufferin Street South
 Alliston, Ont. L0M 1A0
 Phone: 705-435-9271

The State Group
 2150 Islington Avenue, 4th Floor
 Etobicoke, Ont. M9P 3V4 ✓
 Phone: 416-240-0610
 Fax: 416-240-9988

KIT - State Contractors ✓
 Building 6, Unit 600,
 Airport Ind. Mall
 R.R. #2
 Breaslau, Ont. **NOB** 1M0 ✓
 Phone: 519-648-2145
 Fax: 519-648-2527

LON - State Contractors ✓
 79 Bessemer Road
 London, Ont. N2E 2V64
 Phone: 519-681-2814
 Fax: 519-681-9917

OAK - State Contractors ✓
 Ford Plant - P.O. Box 201
 Oakville, Ont. L6J 5A2
 Phone: 905-845-8396
 Fax: 905-842-8992

STC - Canal Contractors
 583 Barton Street, Unit 3
 St. Catharines, Ont. L8E 5S2
 Phone: 905-685-1792
 Fax: 905-685-7873

Thermal Mechanical Systems
 648 Squier Street, Unit 5
 Thunder Bay, Ont. P7B 4A8
 Phone: 807-345-5200
 Fax: 807-345-5784

Trane Service Agency (London)
 8 Belleisle Court
 London, Ont. N5V 4L2
 Phone: 519-453-3010
 Fax: 519-453-3024

Trane Toronto Division
 Wabco Standard Trane Inc.
 4051 Gordon Baker Road
 Scarborough, Ont. M1W 2P3
 Phone: 416-499-5100
 Fax: 416-499-3342

Trans Air Mechanical Ltd.
 808 Phillip Murray Avenue
 Oshawa, Ont. L1J 1J4
 Phone: 905-434-8132
 Fax: 905-434-5260

Transcool Inc.
 1764 Oxford Street East, Unit D-9
 London, Ont. N5V 3R6
 Phone: 519-457-2390
 Fax: 519-457-2389

Unitech Building Systems & Services
 P.O. Box 322
 27 Erinlea Crescent
 Erin, Ontario NOB 1T0
 Phone: 519-833-9077

United Thermodynamics Corporation
 2120 Markham Road
 Markham, Ontario M2Z 3A3
 Phone: 416-466-0000
 Fax: 416-234-0189

W C Goodwin Enterprises Ltd.
 5 Campbell Avenue
 Simcoe, Ontario NOB 1T0
 Phone: 519-428-6753
 Fax: 519-428-1631

Weather Systems
67 Walmer Road
Richmond Hill, Ontario L4C 3X2 ✓
Phone: 905-508-9844
Fax: 905-508-9845

Westaire Air Conditioning & Htg. Ltd.
70 Wesley Avenue ✓
Mississauga, Ont. L5H 2M9
Phone: 905-278-8868
Fax: 905-278-8270

Wm. ~~Roberts~~ Electrical & Mechanical
P.O. Box 1296 ✓
Kitchener, Ont. N2G 4H3
Phone: 519-578-2230
Fax: 519-578-2979

Xtra Mechanical Limited
150 Connie Crescent, Unit 4 ✓
Concord, Ont. L4K 1L9
Phone: 905-738-8802
Fax: 905-738-6104

York International Ltd.
375 Matheson Blvd. East ✓
Mississauga, Ont. L4Z 1X8
Phone: 905-890-7499
Fax: 905-890-8194

OTT - York International Ltd.
1120 Morrison Drive ✓
Ottawa, Ont. K2H 8M7
Phone: 613-596-9111
Fax: 613-828-6391